
ESCROW AGREEMENT

By and between

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

And

JEWISH HOSPITAL & ST. MARY'S HEALTHCARE, INC.

And

THE BANK OF NEW YORK TRUST COMPANY, N.A.

DATED AS OF JUNE 1, 2008

This instrument was prepared by:

Frost Brown Todd LLC
400 West Market Street, Suite 3200
Louisville, Kentucky 40202

[Exhibit F](#)

TABLE OF CONTENTS

<i>SECTION 1.</i>	<i>RECEIPT OF SERIES [YEAR] AND SERIES 2008 INDENTURES.....</i>	<i>3</i>
<i>SECTION 2.</i>	<i>DEFINITIONS.....</i>	<i>3</i>
<i>SECTION 3.</i>	<i>ESTABLISHMENT OF ESCROW FUND.....</i>	<i>3</i>
<i>SECTION 4.</i>	<i>TRANSFER OF BOND PROCEEDS TO ESCROW FUND.....</i>	<i>4</i>
<i>SECTION 5.</i>	<i>TRANSFER OF MONEYS FROM SERIES [YEAR] BOND FUND TO ESCROW FUND.....</i>	<i>4</i>
<i>SECTION 6.</i>	<i>PURCHASE OF GOVERNMENT OBLIGATIONS.....</i>	<i>4</i>
<i>SECTION 7.</i>	<i>SUFFICIENCY OF DEFEASANCE OBLIGATIONS.....</i>	<i>4</i>
<i>SECTION 8.</i>	<i>PAYMENT OF SERIES [YEAR] BONDS.....</i>	<i>4</i>
<i>SECTION 9.</i>	<i>TRUST FUND</i>	<i>5</i>
<i>SECTION 10.</i>	<i>INTEREST ON DEFEASANCE OBLIGATIONS.....</i>	<i>5</i>
<i>SECTION 11.</i>	<i>INVESTMENT OF FUNDS.....</i>	<i>5</i>
<i>SECTION 12.</i>	<i>APPLICATION OF DEFEASANCE OBLIGATIONS.....</i>	<i>5</i>
<i>SECTION 13.</i>	<i>LIMITATION ON LIABILITY OF ESCROW AGENT FROM LOSS ON INVESTMENTS.....</i>	<i>6</i>
<i>SECTION 14.</i>	<i>DIRECTION TO REDEEM SERIES [YEAR] BONDS.....</i>	<i>6</i>
<i>SECTION 15.</i>	<i>GENERAL LIMITATIONS ON LIABILITY OF ESCROW AGENT.....</i>	<i>7</i>
<i>SECTION 16.</i>	<i>SERIES [YEAR] TRUSTEE</i>	<i>7</i>
<i>SECTION 17.</i>	<i>RELIANCE ON MATHEMATICAL VERIFICATIONS.....</i>	<i>7</i>
<i>SECTION 18.</i>	<i>RELIANCE ON WRITTEN NOTICE</i>	<i>7</i>
<i>SECTION 19.</i>	<i>NOTICE.....</i>	<i>8</i>
	<i>Section 9.15 Limitation of Liability of Issuer and its Official Representatives.....</i>	<i>8</i>
<i>SECTION 21.</i>	<i>MISCELLANEOUS.....</i>	<i>9</i>
<i>APPENDIX A</i>	<i>OUTSTANDING PRIOR BONDS.....</i>	<i>1</i>
<i>APPENDIX B</i>	<i>TOTAL REQUIREMENTS TO PAY AND REDEEM THE PRIOR BONDS.....</i>	<i>1</i>
<i>APPENDIX C</i>	<i>DEFEASANCE OBLIGATIONS.....</i>	<i>1</i>
<i>APPENDIX D</i>	<i>NOTICE OF REDEMPTION.....</i>	<i>1</i>
<i>APPENDIX E</i>	<i>REGISTERED SECURITIES DEPOSITORIES</i>	<i>1</i>

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement"), dated as of June 1, 2008, is by and among [i] LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (the "Issuer"), a political subdivision of the Commonwealth of Kentucky; [ii] JEWISH HOSPITAL & ST. MARY'S HEALTHCARE, INC. (the "Corporation"), a Kentucky nonstock, nonprofit corporation; and [iii] THE BANK OF NEW YORK TRUST COMPANY, N.A. (the "Escrow Agent"), a national banking association.

Recitals

A. The [statutory predecessor of the] Issuer has previously entered into a Trust Indenture dated as of _____ 1, ____ (the "Series [year] Indenture"), with the Escrow Agent, as trustee (the "Series [year] Trustee") and has issued thereunder its Health Facilities Revenue Bonds, Series [year] (Jewish Hospital HealthCare Services, Inc. Project) (the "Series [year] Bonds"). As of the date of this Agreement, the Series [year] Bonds are outstanding in the respective principal amounts and maturities and bear interest at the respective rates set forth in Appendix A hereto.

B. Under Section [2.1] of the Series [year] Indenture, all of the Series [year] Bonds now outstanding are subject to redemption by the Issuer at the direction of the Corporation on _____ 1, 200_, at a redemption price equal to ____% of the principal amount thereof plus interest accrued to the redemption date.

C. Section [7.1] (entitled "Release of Bond Indenture") of the Series [year] Indenture provides that, if [i] the Bonds of any series shall have become due and payable in accordance with their terms or otherwise as provided in the Series [year] Indenture and the entire amount of the principal and the interest and premium, if any, so due and payable upon all Bonds of such series shall be paid, or [ii] irrevocable instructions to pay the Bonds of such series at their respective maturities or to call such Bonds for redemption shall have been given by the Issuer to the Series [year] Trustee and the Series [year] Trustee shall hold sufficient money or Defeasance Obligations (as defined in the Series [year] Indenture) the principal of and the interest on which, when due and payable, will provide sufficient money to pay the principal of, and the interest and redemption premium, if any, on all Bonds then outstanding of such series to the maturity date or dates of such Bonds or to the date or dates specified for the redemption thereof, and in both such cases sufficient funds shall also have been provided or provision made for paying all other obligations payable under the Series [year] Indenture by the Issuer with respect to such series of Bonds, then such series of Bonds shall be defeased and shall be deemed to be no longer outstanding under the Series [year] Indenture and no longer entitled to the benefit, protection or security provided by the Series [year] Indenture and thereupon the Trustee shall execute such documents to evidence such defeasance as may be reasonably required by the Issuer.

D. Pursuant to a Bond Trust Indenture dated as of June 1, 2008 (the "Series 2008 Indenture") by and between the Issuer and the Escrow Agent, as bond trustee (the "Bond

Trustee"), the Issuer has concurrently herewith issued \$____,000,000 aggregate principal amount of its Health Facilities Revenue Bonds, Series 2008 (Jewish Hospital & St. Mary's HealthCare, Inc. Project) (the "Series 2008 Bonds") for the purpose, in part, of currently refunding the Series [year] Bonds as hereinafter provided.

E. The Issuer has made arrangements to purchase, from a portion of the proceeds of the Series 2008 Bonds, Government Obligations (as hereinafter defined) the principal of and interest on which, when due, together with other moneys to be deposited with the Escrow Agent as herein provided, will provide sufficient moneys to enable the Escrow Agent to transfer to the Series [year] Trustee sufficient moneys to pay the principal and interest payable on the Series [year] Bonds to and including _____ 1, 200_, and the principal of, applicable redemption premium, and accrued interest on all of the outstanding Series [year] Bonds upon the optional redemption thereof on _____ 1, 200_, as such payment requirements are set forth in Appendix B hereto.

F. The Issuer and the Corporation have entered into this Agreement with the Escrow Agent concurrently with the delivery of the Series 2008 Bonds in order to assure that the procedures required for the payment and redemption of the Series [year] Bonds will be followed.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

Section 1. Receipt of Series [year] and Series 2008 Indentures. The Escrow Agent hereby acknowledges receipt of true and correct copies of the Series [year] Indenture and the Series 2008 Indenture. Reference herein to or citation herein of any provision of those documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if they were fully set forth herein.

Section 2. Definitions. The following terms used herein shall have the following meanings:

"Cash Deposit" means the amount of cash deposited in the Escrow Fund (as hereinafter defined) as shown in Appendix C.

"Government Obligations" means direct obligations of, or obligations the timely payment of the principal of and the interest on which are unconditionally guaranteed by, the United States of America.

References herein to an Appendix are to those attached to this Agreement.

Section 3. Establishment of Escrow Fund. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated "[Louisville/Jefferson County Metro Government] [County of Jefferson, Kentucky], Health Facilities Revenue Bonds, Series [year] (Jewish Hospital HealthCare Services, Inc. Project) Refunding Escrow" (the "Escrow Fund") to be held in the custody of the Escrow Agent as a trust fund for the benefit of the holders of the Series [year] Bonds, separate and apart from other funds

of the Issuer, the Corporation, and the Escrow Agent. The Escrow Fund shall be used only to pay the principal of, and the interest and redemption premium on, the Series [year] Bonds to be redeemed as provided herein. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt and deposit to the credit of the Escrow Fund of the sum of \$_____ in immediately available funds, representing a portion of the proceeds received by the Issuer from the sale and delivery of the Series 2008 Bonds (the "2008 Bond Proceeds") as provided in Section 4 below.

Section 4. Transfer of Bond Proceeds to Escrow Fund. Concurrently with the execution hereof and the issuance of the Series 2008 Bonds, the Issuer has authorized and directed the Bond Trustee to transfer the sum of \$_____ from the 2008 Bond Proceeds and to deposit those funds into the Escrow Fund.

Section 5. No Moneys Remaining in Series [year] Bond Funds to be Transferred to Escrow Fund. There are no moneys on hand in the funds with respect to the Series [year] Bonds, other than a de minimis amount (less than \$10). This amount will be transferred to the Corporation on the date hereof.

Section 6. Purchase of Government Obligations. The Escrow Agent represents and acknowledges that, concurrently with the deposit of the 2008 Bond Proceeds and other available moneys in the Escrow Fund as recited in Sections 4 and 5 above, it shall use such moneys to purchase on behalf of and for the account of the Issuer the Government Obligations described in Appendix C (the "Defeasance Obligations") at the respective prices therein set forth. The Defeasance Obligations described in Appendix C mature on or before the time when they will be required for the payment of the principal of and redemption premium, as applicable, and interest on the Series [year] Bonds. The Defeasance Obligations are not subject to redemption prior to maturity.

Section 7. Sufficiency of Defeasance Obligations. In reliance upon the mathematical verifications of _____, independent certified public accountants, the Series [year] Trustee has determined that the interest on and the principal of the Defeasance Obligations paid in accordance with their terms, together with the Cash Deposit, are sufficient so that moneys will be available to the Series [year] Trustee in amounts sufficient to pay principal of, interest on and redemption premium with respect to the Series [year] Bonds as set forth in Appendix B. In the event, nevertheless, that the Series [year] Trustee should hereafter determine that the interest on and principal of the Defeasance Obligations paid in accordance with their terms, together with the Cash Deposit, will for any reason be insufficient to pay and redeem the Series [year] Bonds as described in Appendix B, the Corporation shall immediately deposit into the Escrow Fund such additional amounts as may be required for such purpose. Notice of any such insufficiency shall be given by the Escrow Agent to the Issuer and the Corporation as promptly as possible, but neither the Escrow Agent nor the Issuer shall be responsible for investigating the sufficiency of the Escrow Fund or for the Corporation's failure to deposit the additional funds necessary to cure any such insufficiency.

Section 8. Payment of Series [year] Bonds. The Escrow Agent shall provide to the Series [year] Trustee, solely from moneys in the Escrow Fund, amounts sufficient

to pay the redemption premium, if any, and interest on and the principal of each Series [year] Bond as the same become due and payable as shown in Appendix B.

Section 9. Trust Fund. The Escrow Agent shall hold the Defeasance Obligations and the Cash Deposit in the Escrow Fund at all times as a special and separate trust fund for the benefit of the holders of the Series [year] Bonds, wholly segregated from other funds and securities on deposit with the Escrow Agent, shall not commingle the Defeasance Obligations and the Cash Deposit with other funds or securities owned or held by it, and shall not at any time use, loan, or borrow the same in any way other than as provided in this Agreement.

Section 10. Interest on Defeasance Obligations. The Escrow Agent shall from time to time collect and receive the interest accruing and payable on the Defeasance Obligations and the maturing principal amounts of the Defeasance Obligations as the same become due, credit the same to the Escrow Fund, and use such payments of principal and interest together with the Cash Deposit to meet the payment requirements of the Series [year] Bonds as shown in Appendix B. The yield on the Defeasance Obligations has been calculated by _____ as _____%.

Section 11. Investment of Funds. The Escrow Agent shall transfer to the Series [year] Trustee and the Series [year] Trustee shall apply the principal and interest received from the Defeasance Obligations to the payment of the interest and redemption premium on and the maturing principal of the Series [year] Bonds as shown in Appendix B. Principal and interest received from the Defeasance Obligations and not needed at the time to make payments on the Series [year] Bonds shall remain in trust and be held uninvested in cash or, upon the written request of the Corporation on behalf of the Issuer, applied in the manner permitted for investment earnings as described in the next sentence. Any investment earnings (or receipt of principal and interest) derived from such investment of Defeasance Obligations and not required for the payment of the Series [year] Bonds as shown in Appendix B shall: [i] be held uninvested as cash; [ii] be reinvested in Government Obligations which mature prior to the next payment or redemption date or interest payment date of the Series [year] Bonds, or otherwise shall be reinvested in Government Obligations having a yield not in excess of the estimated yield on the Series 2008 Bonds; or [iii] paid to the Corporation. The Escrow Fund shall continue in effect to and including the date upon which the Escrow Agent makes the final payment to the Series [year] Trustee in an amount sufficient to pay the balance of the principal of and interest and redemption premium coming due on the Series [year] Bonds as set forth in Appendix B, whereupon the Escrow Agent shall sell any Defeasance Obligations remaining in the Escrow Fund and shall transfer the proceeds of any such sale, together with all other money, if any, then remaining in the Escrow Fund, to the Bond Trustee for deposit into the 2002 Interest Fund as a credit against amounts otherwise required to be deposited therein by the Corporation.

Section 12. Application of Defeasance Obligations. At the request of the Corporation on behalf of the Issuer and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, or otherwise dispose of the Defeasance Obligations acquired hereunder and shall either [i] apply the proceeds thereof to the full discharge and satisfaction of the Series [year] Bonds or [ii] substitute other Government Obligations for such Defeasance Obligations. At the request of the Corporation on behalf of the Issuer and upon

compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, or otherwise dispose of any of the Defeasance Obligations acquired hereunder if and to the extent no longer required to meet the payment requirements on the Series [year] Bonds by virtue of the purchase by the Corporation on the open market of such Series [year] Bonds and the subsequent cancellation thereof by the Series [year] Trustee, and the Escrow Agent shall pay the proceeds of such Defeasance Obligations to the Bond Trustee for the account of the Corporation with instructions to deposit such payment in the [_____] Interest Account] as a credit against amounts otherwise required to be deposited therein by the Corporation. The Corporation will not request the Escrow Agent to exercise any of the powers described in the preceding two sentences in any manner which would cause the Series [year] Bonds or the Series 2008 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") or the applicable regulations thereunder. The transactions in this Section 12 may be effected only if [a] an independent certified public accountant shall certify that there shall be on deposit after the transactions are completed noncallable Government Obligations the maturing principal of and interest on which will be sufficient to meet the payment requirements on the Series [year] Bonds as set forth in Appendix B, and (b) the Escrow Agent shall receive an unqualified opinion from nationally recognized bond counsel to the effect that the transactions will not cause the Series [year] Bonds or the Series 2008 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the applicable regulations thereunder.

Section 13. Limitation on Liability of Escrow Agent from Loss on Investments.
The Escrow Agent shall not be liable or responsible for any loss resulting from the investment made in the Defeasance Obligations.

Section 14. Direction to Redeem Series [year] Bonds.

A. Pursuant to the Series [year] Indenture, the Corporation hereby irrevocably directs the Issuer, and the Issuer pursuant to such direction hereby irrevocably elects, to redeem on _____ 1, 200_, all of the outstanding Series [year] Bonds. The Escrow Agent is hereby irrevocably authorized and directed, and hereby agrees, that on or after _____ but before _____, it will cause a notice of such redemption signed by it to be mailed first class, postage prepaid, to the registered owners of all of the outstanding Series [year] Bonds to be redeemed. Notice of such redemption shall be in substantially the form set forth in Appendix D. In addition, such notice shall be sent by any means of delivery customary and acceptable for such notices to the registered securities depositories set forth in Appendix E on or after _____ but before _____, and such notice shall be mailed to one or more of the financial information services set forth in Appendix E.

B. The Escrow Agent is also hereby irrevocably authorized and directed to, and hereby agrees that within thirty (30) days after the Defeasance Obligations have been deposited in the Escrow Fund it will, cause a notice in substantially the form set forth in Appendix F hereto to be mailed to the registered owners of all of the outstanding Series [year] Bonds.

C. The cost of mailing of all notices under this Section 14 shall be borne by the Corporation.

Section 15. General Limitations on Liability of Escrow Agent. The Escrow Agent shall have no responsibility to the Issuer, the Corporation or any other person in connection herewith except those specifically provided herein and shall not be responsible for anything done or omitted to be done by it except for its own gross negligence or willful misconduct in the performance of any obligation imposed on it hereunder. The Escrow Agent, in its capacity as such and except as herein otherwise provided, is not a party to, nor is it bound by or need it give consideration to the terms or provisions of, any other agreement or undertaking between the Issuer or the Corporation and any other person, and the Escrow Agent assents to and is directed to give consideration only to the terms and provisions of this Agreement. Unless specifically provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer or the Corporation with respect to arrangements or contracts with others, the Escrow Agent's sole duty hereunder being to hold the Escrow Fund and to disburse the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, to exercise reasonable care and diligence, but in the event of any error in making such determination the Escrow Agent shall be liable only for its own gross negligence or willful misconduct. In determining the occurrence of any such event or contingency, the Escrow Agent may request from the Issuer, the Corporation or any other person such additional evidence as the Escrow Agent in its reasonable discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may consult with the Issuer and the Corporation. The Escrow Agent may consult with legal counsel, and the opinion of such counsel shall be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with such opinion. The Escrow Agent shall be entitled to reimbursement for its reasonable fees and expenses incurred in consulting with legal counsel; however, such reimbursement shall not come from the Escrow Fund.

Section 16. Series [year] Trustee. The Series [year] Trustee agrees to continue to act as such with such rights, powers and privileges under the Series [year] Indenture as may be necessary and convenient with respect to the payment of principal of and premium and interest on the Series [year] Bonds and the registration, transfer and exchange of the Series [year] Bonds until they are paid and retired.

Section 17. Reliance on Mathematical Verifications. This Agreement is among only the Issuer, the Corporation and the Escrow Agent, and in connection herewith the Escrow Agent is authorized by the Issuer and the Corporation to rely upon the accuracy of the mathematical verifications referred to in Section 7 above, and the Escrow Agent shall not be liable to any person in any manner for such reliance. The duty of the Escrow Agent hereunder shall only be to the Issuer, the Corporation and the holders of the Series [year] Bonds.

Section 18. Reliance on Written Notice. The Escrow Agent may act upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other instrument or document which the Escrow Agent in good faith believes to be genuine and to be what it purports to be.

Section 19. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

to the Issuer, if addressed to:

Louisville/Jefferson County Metro Government
601 West Jefferson Street
Louisville, KY 40202
Attention: Mayor

to the Corporation, if addressed to:

Jewish Hospital & St. Mary's HealthCare, Inc.
200 Abraham Flexner Way
Louisville, KY 40202-1886
Attention: Senior Vice President
Chief Financial Officer

to the Escrow Agent, if addressed to:

The Bank of New York Trust Company, N.A.
525 Vine Street, Suite 900
Cincinnati, OH 45202
Attention: Corporate Trust Department

Any of such addresses may be changed at any time upon written notice of such change being sent by certified mail, postage prepaid, to the other parties by the party effecting the change.

Section 20 Limitation of Liability of Issuer and its Official Representatives

(a) All of the factual representations set forth herein are made solely by the Members of Obligated Group. The Issuer is issuing the Series 2008 Bonds in reliance on the accuracy and truth of the factual representations and covenants of the Obligated Group. The Issuer has made no independent inquiry into whether or not such representations and covenants are accurate and does not undertake to do so. THE CORPORATION AND THE BOND TRUSTEE ACKNOWLEDGE THE ISSUER'S LIMITED ROLE UNDER THIS AGREEMENT. MOREOVER, THE CORPORATION AND THE BOND TRUSTEE ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT SHALL EVER CONSTITUTE AN INDEBTEDNESS OR CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION NOR SHALL ANY SUCH PROVISION EVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER.

(b) No recourse under or upon any statement, obligation, covenant, certificate or agreement contained in this Agreement, or in any document or certification whatsoever, or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, under any circumstances, under or independent of this Agreement, shall be had against any elected official, officer, or employee as such, past, present, or future, of the Issuer, either directly or through the Issuer or otherwise, for the payment for or to the Issuer or any receiver thereof, or for or to the holders of the Series 2008 Bonds or otherwise, of any sum that may be due and unpaid by the Issuer upon the Series 2008 Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such elected official, officer or employee as such, to respond by reason of any act or omission on his or her part or otherwise, for, directly or indirectly, the payment for or to the Issuer or any receiver thereof, or for or to the holders of the Series 2008 Bonds, or otherwise, of any sum that may remain due and unpaid upon the Series 2008 Bonds, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement and the issuance of the Series 2008 Bonds.

(c) The respective elected officials, officers and employees of the Issuer and the officers, directors and employees of the Corporation shall not be personally liable for any costs, losses, damages or liabilities caused or incurred by the Issuer, the Corporation or the Bond Trustee in connection with this Agreement, or for the payment of any sum or for the performance of any obligation under or in respect of this Agreement. Any right of action of the Corporation against the Issuer established or created hereunder or under the Bond Trust Indenture, if any, shall be subject to the condition that no such action or right of action shall impose or seek to impose any pecuniary liability on any elected official, officer or employee of the Issuer.

Section 21. Miscellaneous. Whenever under the terms of this Agreement the performance date of any act to be done hereunder shall fall on a day which is not a legal banking day, and upon which the Escrow Agent is not open for business, the performance thereof on the next succeeding business day of the Escrow Agent shall be deemed to be in full compliance with this Agreement.

A. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

B. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and assigns.

C. The Corporation agrees to compensate the Escrow Agent and the Series [year] Trustee for their respective services rendered or to be rendered pursuant to this Agreement and to reimburse the Escrow Agent and the Series [year] Trustee for their respective costs incurred in rendering services hereunder. The Corporation agrees to and does hereby indemnify the Issuer, the Escrow Agent and the Series [year] Trustee and hold them harmless against any liability which they may incur while acting in good faith in their respective capacities under this Agreement, but not limited to, any court costs and reasonable attorneys, fees. Such costs, charges and expenses of the Issuer, the Escrow Agent and the Series [year] Trustee shall be paid

by the Corporation, and in no event shall such costs, charges, expenses and indemnification give rise to any claim against the Escrow Fund, the moneys and securities in which are solely for the benefit of the holders of the Series [year] Bonds until the payment thereof.

D. This Agreement shall terminate when all the Series [year] Bonds have been paid and retired in accordance with their terms and the terms of the Series [year] Indenture. The Corporation's obligations for the indemnity provided hereunder and for fees and expenses due the Issuer, the Escrow Agent or the Series [year] Trustee hereunder shall survive the termination of this Agreement.

E. If any one or more of the covenants or agreements provided in this Agreement on the part of the Issuer, the Corporation or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

F. This Agreement may be executed in several counterparts, all which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

G. This Agreement may, without the consent of or notice to any of the holders of the Series [year] Bonds, be amended from time to time, to cure any ambiguity or formal defect or omission in this Agreement or in any supplement hereto and to grant to or confer upon the Escrow Agent for the benefit of such holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Escrow Agent. The parties shall be entitled to rely on an opinion from nationally recognized bond counsel to the effect that any proposed amendment to this Agreement complies with this Section.

H. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

By _____
Mayor

Attest:

APPROVED AS TO FORM AND LEGALITY
Irv Maze, County Attorney

By: _____
James T. Carey
Assistant County Attorney

JEWISH HOSPITAL & ST. MARY'S
HEALTHCARE, INC.

By: _____
Its:

THE BANK OF NEW YORK TRUST
COMPANY, N.A., as Bond Trustee

By _____
Vice President

Attest:

By _____
Assistant Vice President

APPENDIX A

OUTSTANDING PRIOR BONDS

[County of Jefferson, Kentucky] [Louisville/Jefferson County Metro Government]
Health Facilities Revenue Bonds, Series [year]
(Jewish Hospital HealthCare Services, Inc. Project)

<u>Maturity Date</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
---	-----------------------------------	----------------------	--------------

APPENDIX B

TOTAL REQUIREMENTS TO PAY AND REDEEM THE PRIOR BONDS

<u>Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Redemption Premium*</u>	<u>Total</u>
-------------	-----------------	------------------	--------------------------------	--------------

* No premium is due.

APPENDIX C

DEFEASANCE OBLIGATIONS

<u>Maturity</u> <u>Date</u>	<u>Type</u>	<u>Par Amount</u>	<u>Coupon</u> <u>Rate</u>	<u>Purchase Price</u>
--------------------------------	-------------	-------------------	------------------------------	-----------------------

APPENDIX D

NOTICE OF REDEMPTION

[County of Jefferson, Kentucky] [Louisville/Jefferson County Metro Government]
Health Facilities Revenue Bonds, Series [year]
(Jewish Hospital HealthCare Services, Inc. Project)

<u>Maturity Date</u> (June 1)	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
----------------------------------	-----------------------------------	----------------------	--------------

NOTICE IS HEREBY GIVEN to the holders of the above-captioned Bonds (the "Series [year] Bonds") that all of the outstanding Series [year] Bonds have been called for redemption and will be redeemed on _____1, 2008.

Each of the Series [year] Bonds so called for redemption will be redeemed at the applicable redemption price of _____% of the principal amount thereof and accrued interest to the redemption date. The redemption price of the Series [year] Bonds shall be payable upon the presentation and surrender thereof as follows:

<u>If by mail on in person to:</u>	The Bank of New York Trust Company, N.A. 525 Vine Street, Suite 900 Cincinnati, OH 45202 Attention: Corporate Trust Department
------------------------------------	---

From and after _____ 1, 2008, interest on the Series [year] Bonds will cease to accrue, the Series [year] Bonds shall cease to be entitled to any benefit or security under the Bond Trust Indenture pursuant to which they were issued, and the holders of the Series [year] Bonds shall have no rights in respect thereof except to receive payment of the redemption price.

The Internal Revenue Code requires the undersigned Trustee, as paying agent for the Series [year] Bonds, to withhold 30% of the amount paid to a Bondholder who fails to furnish to the Trustee a correct taxpayer identification number. In order to avoid such withholding, each Bondholder must submit to the Trustee, together with the Series [year] Bonds to be redeemed, a completed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, a copy of which form is enclosed.

THE BANK OF NEW YORK TRUST
COMPANY, N.A.

Trustee

By _____

Title _____

Telephone _____

Dated: _____, 2008

APPENDIX E

REGISTERED SECURITIES DEPOSITORY

1. The Depository Trust Company
711 Stewart Avenue
Garden City, New York 11530
Attention: Call Notification Department
Fax: (516) 227-4164 or 4190

FINANCIAL INFORMATION SERVICES

1. Bond Calls and Redemptions
The Bond Buyer
One State Street Plaza
New York, New York 10004
2. Financial Daily Called Bond Service
Financial Information, Inc.
30 Montgomery Street, 10th Floor
Jersey City, New Jersey 07302
Attn: Editor
3. Bond Service
Interactive Data Corporation
Mail Stop 11 -E
14 Wall Street
New York, New York 10005
4. Called Bond Service
Kenny Information Services
65 Broadway, 16th Floor
New York, New York 10006
5. Municipal and Government
Moody's Investors Service
99 Church Street, 8th Floor
New York, New York 10007
Attn: Municipal News Reports
6. Called Bond Record
Standard & Poor's Corporation
25 Broadway, Byrd Floor
New York, New York 10004